

COPY

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

ETS PAYPHONES, INC.

Plaintiff,

v.

INTERWORLD COMMUNICATIONS, INC,
CORPSEVE, S.A. DE C.V., WORLD
CENTER OF VIDEO CONFERENCES, S.A.
DE C.V., DEAN HOLLIS VELAZCO, AND
JOHN REMKE,

Defendants.

Civil Action No. 04-389 (KAJ)

STIPULATION AND ORDER

ETS Payphones, Inc. (the "Plaintiff") and Corpserve, S.A. de C.V. and Dean Hollis Velazco (the "Settling Defendants," and with Plaintiff, the "Settling Parties") hereby stipulate, consent and agree, in lieu of a trial in this matter and as set forth on the record at the hearing held on December 8, 2006, as follows:

1. The parties have previously entered into a settlement agreement whereby \$370,000 is to be paid by the Settling Defendants to the Plaintiff by 5:00 p.m. Eastern time on December 13, 2006 to resolve this matter (the "Settlement Payment"). Furthermore, the Settling Defendants agree to pay the Plaintiff \$5,000 in fees and expenses by 5:00 p.m. Eastern time on December 20, 2006 (the "Fee Payment"). Upon Plaintiffs confirmation of timely receipt of the Settlement Payment and Fee Payment, as set forth above, the Settling Parties shall file a stipulation of dismissal of this action with prejudice in the form attached hereto as Exhibit A (the "Stipulation of Dismissal").

2. In the event the Settling Defendants timely pay the Settlement Payment, as set forth above, but fail to timely pay the Fee Payment, as set forth above, then the Settling Parties have agreed that judgment can be entered against the Settling Defendants, in the form attached hereto as Exhibit B (the "Fee Payment Consent Judgment"), in the amount of the Fee Payment, plus any and all attorney's fees reasonably expended to enforce Fee Payment Consent Judgment.


3. The parties have further agreed that if the Settlement Payment is not timely paid to the Plaintiff, then judgment can be entered against the Settling Defendants, in the form attached hereto as Exhibit C (the "Consent Judgment"), in the amount of \$500,000, plus prejudgment interest accruing from the date of the filing of this action at the legal rate set forth in 28 U.S.C. § 1961(a), plus costs under Fed. R. Civ. Proc. 54(d).

4. The Settling Parties agree that jurisdiction and venue for enforcement of this Stipulation, the Stipulation of Dismissal, the Fee Payment Consent Judgment, and/or the Consent Judgment exists in this Court, and waive any and all defenses based on personal jurisdiction, subject matter jurisdiction and venue.


5. This Court shall retain jurisdiction over this action including without limitation, over implementation of, or disputes arising out of, this Stipulation, the Stipulation of Dismissal, the Fee Payment Consent Judgment, and/or the Consent Judgment. The Plaintiff is entitled to recovery of all fees and expenses, including attorney fees, in any such proceeding to enforce this Stipulation, the Fee Payment Consent Judgment and/or the Consent Judgment.

6. This action shall be dismissed with prejudice upon Court approval of the Stipulation of Dismissal, the Fee Payment Consent Judgment or the Consent Judgment.

Dated: December 8, 2006
Wilmington, Delaware


Kent A. Jordan
United States District Judge

STIPULATED, APPROVED AND
CONSENTED TO AS TO FORM
AND SUBSTANCE:



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- and -

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ATTORNEYS FOR PLAINTIFF
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-AND-


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ATTORNEY FOR DEFENDANTS
DEAN HOLLIS VELAZCO AND
CORPSERVE, S.A. de C.V.